

CITY OF LINCOLN/LANCASTER COUNTY  
**CONTRACT AWARD NOTIFICATION**  
**SPECIFICATION NO.05-047**  
**ANNUAL REQUIREMENTS (SEASONAL) FOR EXCAVATING AND**  
**DOZING SERVICES**

**DATE:** January 24, 2006

**CONTRACT PERIOD:** April 1,2006 thru March 31,2007

**CONTRACTOR:** Gana Trucking & Excavating  
2200 W.Panama Rd  
Martell NE 68404

**PURCHASING DIVISION**  
**K-STREET COMPLEX**  
**440 SOUTH 8<sup>TH</sup> STREET**  
**LINCOLN, NEBRASKA 68508**  
**(402) 441-7410**

**Company Representative:** Craig Gana  
**Telephone No.:** 402-794-5000  
**FAX No.:** 402-794-5002  
**E-Mail Address:** craig@diodecom.net

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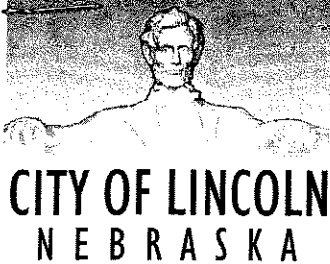
THE CITY/COUNTY'S SPECIFICATIONS AND THE CONTRACTOR'S ACCEPTED PROPOSAL AND PRICING SCHEDULES, NOW ON FILE IN THE OFFICE OF THE CITY CLERK AND/OR THE COUNTY CLERK, ARE ADOPTED BY REFERENCE AND ARE AS FULLY A PART OF THIS CONTRACT FOR THE ABOVE-NAMED COMMODITY AS IF REPEATED VERBATIM HEREIN.

**Per Contract & Specs (signed 7, March 2005)**

NO ACTION NEED BE TAKEN BY THE CONTRACTOR AT THIS TIME. ORDERS FOR MATERIAL WILL BE MADE AS NEEDED BY THE VARIOUS CITY/COUNTY DEPARTMENTS.

DEPARTMENTS REQUIRING CATALOGS AND/OR PRICING SCHEDULES SHALL NOTIFY THE CONTRACTOR DIRECTLY.

75394



Purchasing Division / Finance Department  
Vince M. Mejer, Purchasing Agent  
440 South 8th Street  
Suite 200, Southwest Wing  
Lincoln, Nebraska 68508

402-441-7410  
fax: 402-441-6513



MAYOR COLEEN J. SENG

lincoln.ne.gov

January 5, 2006

Gana Trucking & Excavating  
2200 W. Panama Rd.  
Martell, NE 68404

ATTENTION: Craig Gana

**RE: ANNUAL REQUIREMENTS (SEASONAL) FOR EXCAVATING AND DOZING SERVICES, SPEC. NO. 05-047.**

In accordance with the terms and conditions of the above referenced contract, the City of Lincoln/Lancaster County Desires to **renew the contract** for one (1) additional term beginning **April 1, 2006 thru March 31, 2007.**

It is understood that all terms of payment and other conditions of the original contract will remain unchanged during the renewal term.

As evidence of your company's desire to renew the above referenced contract under its original terms and conditions, please countersign below. Please return the original letter (faxed copy of this letter is not acceptable) and a current insurance certificate back to our office by **January 13, 2006**, for processing of the contract renewal by the City of Lincoln/Lancaster County. After the renewal has been signed and an Executive Order issued, you shall receive an Award Notification and your copy of the contract by mail.

Your Certificate of **Insurance** must be current, must be registered in your company name as stated on the contract and must read **City of Lincoln/Lancaster County as Additional Insured** in the Description of Operations / Locations / Vehicles / Exclusions Added by Endorsements / Special Provisions section of the Accord section.

**If** your company should choose **not** to renew this contract in it's original form, please state *on your letterhead* the **reasons** and return to the City of Lincoln/Lancaster County. Attn: Tom Kopplin

Vince M. Mejer  
Purchasing Agent

Official City Use Only

Gana Trucking + Excavating, Inc  
Company Name  
2200 W. Panama Rd, Martell NE 68404  
Company Address  
402-794-5002  
Phone No.  
402-794-5002  
FAX No.  
craig.g.diode.com.net  
E-Mail Address  
Craig Gana  
By (print)  
President  
Title  
1-9-06  
Date  
Craig Gana  
Signature

Dated this 24th day  
of Jan. 2006  
  
Coleen J Seng, Mayor

kw

4/12/05

Copy of original  
for file.  
SW

## EXCAVATING AND DOZING AGREEMENT

THIS AGREEMENT, made this 3rd day of March, 2005, by and between Gana Trucking hereinafter referred to as CONTRACTOR and CITY OF LINCOLN, a body corporation and politic, hereinafter referred to as CITY.

WHEREAS, the City has responsibility for maintenance of particular storm cells and drainage systems; and

WHEREAS, from time to time the City's resources are insufficient to accomplish required maintenance in a timely manner, it is then necessary to acquire additional resources for the purpose of excavation.

WHEREAS, it is the purpose of this Contract to provide for the Contractor to perform excavation services for the City.

NOW, THEREFORE, WITNESSETH that:

1. The term of agreement is April 1, 2005 through March 31, 2006, with options to renew on an annual basis thereafter, beginning April 1, 2006, not to exceed three (3) such annual renewals.
2. The Contractor shall furnish one (1) hydraulic excavator-crawler, one (1) crawler loader, one (1) crawler tractor, and one (1) skid loader, and dump trucks that meet or exceed the following specifications:
3. HYDRAULIC EXCAVATOR-CRAWLER
  - 3.1 ENGINE: Six (6) cylinder, diesel powered, minimum 125 net horsepower
  - 3.2 HYDRAULIC: Variable displacement, pressure and flow-compensated to provide independent and combined operation for all functions
  - 3.3 BUCKET: One (1) cubic yard minimum
  - 3.4 REACH: 28 ft. minimum
  - 3.5 DUMP HEIGHT: 17 ft. minimum
  - 3.7 OPERATING WEIGHT: Approximately 39,000 lbs.
  - 3.8 LIFT CAPACITY: 12,000 lbs. minimum, lifting over front or rear at ground level and 15 ft. out from centerline of rotation
4. CRAWLER TRACTOR
  - 4.1 ENGINE: Six (6) cylinder, diesel powered minimum 150 net horsepower
  - 4.2 STEERING: Lever or pedal for independent track control
  - 4.3 BLADE CAPACITY: Four (4) cubic yards minimum
  - 4.4 OVERALL WIDTH: 10 ft. minimum
  - 4.5 OPERATING WEIGHT: Approximately 35,000 lbs.
5. CRAWLER LOADER
  - 5.1 ENGINE: Six (6) cylinder, diesel powered, minimum 140 net horsepower
  - 5.2 STEERING: Lever or pedal for independent track control
  - 5.3 BUCKET CAPACITY: 2.5 cubic yards minimum with teeth
  - 5.5 OPERATING WEIGHT: Approximately 35,000

6. SKID LOADER

- 6.1 ENGINE: Four (4) cylinder, diesel powered, water cooled, minimum 35 net horsepower
- 6.2 BUCKET: 9 cubic feet minimum
- 6.3 REACH: At maximum height, 19 inches minimum
- 6.4 Height to bucket hinge pin 105 inches minimum
- 6.5 Four wheel hydrostatic drive
- 6.6 All steel electrically welded integral loader frame

7. DUMP TRUCK, Minimum 10 Cu. Yd. Capacity

- 8. Bid shall be weighted and awarded based upon an estimate of 50 percent of the work performed by the hydraulic excavator, 15 percent by the crawler loader, 15 percent by the crawler tractor, 10 percent by the skid loader, and ten percent by dump truck.
- 9. The Contractor shall provide general liability insurance in the amount of \$2,000,000.00 combined single limit for property damage and personal injury.
  - 9.1 Contractor shall name the City of Lincoln as "additional insured" as pertains to the performance of excavation services for the time frame of April 1, 2005 through March 31, 2006.
  - 9.2 The policy shall insure the City from any and all demands, claims, causes of action at law, or in equity resulting from the use of said equipment.
  - 9.3 Contractor agrees to indemnify and save harmless the City from any and all demands, claims, causes of action either at law or in equity arising out of performance of excavation services.
  - 9.4 The Contractor shall provide Worker's Compensation Insurance for any employees of the Contractor who performs any work under this Agreement.
  - 9.5 Contractor shall provide the City with certification of such insurance subject to approval by the City Attorney.
- 10. The Contractor shall be responsible for all fuels, lubricants, repairs and maintenance of the equipment provided. The facility and tools for repair and maintenance of equipment shall be provided by the Contractor. No hourly rate of payment shall be made to the Contractor for his maintenance and repairs during this "down time" and hourly rate will not resume until equipment is operating.
- 11. Equipment which exceeds a 25 percent non-operational level during any four (4) week period during the life of this contract shall cause this contract to be void. Contractor may provide comparable replacement equipment at his own cost. Such costs shall be considered subsidiary to the hourly rental cost.
- 12. Contractor shall be responsible to provide qualified operators for the equipment. Operators shall be at least twenty-one (21) years of age, shall hold a valid Nebraska Motor Vehicle Operator's license and shall be skilled in the operation of the Contractor's equipment.

13. City will provide 72 hours notice to the Contractor to begin work at specified sites. 72 hour minimum notice is required by the Contractor.
  - 12a. If the Contractor does not respond to his notification to "begin work" within a startup time scheduled within 30 days of such notification, the City reserves the right to enter into an agreement with the next lowest bidder to do the work.
14. Contractor shall perform work assigned by the Public Works Director or his designated representative. Contractor shall adjust his work schedule hours to meet the City's 8 hour work day unless the City agrees to waive this requirement.
15. The City will specify the exact nature of work to be performed at the designated site(s) involving dredging, reshaping and loading of materials.
  - 14a. When inclement weather or uncontrollable circumstances become a factor in completing the work, the decision to "halt work" and to "start work" shall be that of the City's. No payment shall be made during the time frame of "halt work" to "start work".
16. The Contractor will be responsible for hauling fill and surplus materials to and from the job site(s), if deemed necessary by the City.
17. The City will establish easements and flow grades and will perform necessary engineering and survey work. The contractor's resources may be utilized for these activities if deemed to be in the best interest of the City.
18. The Contractor will be responsible for transportation of the equipment to and from the job sites. Trailer equipment will be paid for the actual trip time to the job site up to a maximum of 2 hours at the contract bid rate for the piece of equipment being mobilized. Mobil equipment will be paid for the actual trip time up to a maximum of 1 hour at the contract bid rate. Trips between City jobs shall be paid at the bid rates for the equipment and the time required. When the work is completed, no travel time shall be paid to the contractor exiting the location. Any other associated costs for mobilization shall be included in the hourly bid rate.
19. The Contractor is an independent contractor, and neither the Contractor nor his employees or agents shall be considered for any purpose to be employees of the City.
20. The City will pay the Contractor for equipment, which is fully operational and is actually in use on the project, the following hourly rates:
 

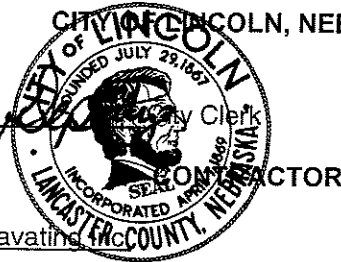
hour	A.	HYDRAULIC EXCAVATOR-CRAWLER	\$ <u>82.00</u> per
hour	B.	CRAWLER TRACTOR	\$ <u>84.00</u> per
hour	C.	CRAWLER LOADER	\$ <u>82.00</u> per
hour	D.	SKID LOADER	\$ <u>52.00</u> per
	E.	DUMP TRUCK	\$ <u>45.00</u> per hour
- 20.1 No minimum or maximum hours of work are assured.

21. THIS AGREEMENT may not be assigned by the Contractor without written authorization of the City.

Dated this 7 day of March, 2005.

ATTEST:

Teresa J. Meier



Gana Trucking & Excavating  
Company Name

2200 W. Panama Rd.  
Address

Martell NE 68404  
City State Zip

Calvin J. Lenz Mayor

By:

Craig Gana President  
Print Name Title

Craig Gana  
Signature

(Seal)

Attest

f:/files/sharpurc/forms/excavatingdozingagreement

original  
COMPANY NAME Gana Trucking & Exc.

**PROPOSAL  
SPECIFICATION NO. 05-047**

**BID OPENING TIME: 12:00 NOON**

**DATE: February 23, 2005**

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

**THE SEASONAL REQUIREMENTS FOR:  
EXCAVATING & DOZING SERVICES**

**BIDDING SCHEDULE**

<u>ITEM</u>	<u>ITEM DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>TOTAL</u>
A.	HYDRAULIC EXCAVATOR-CRAWLER		PER HOUR	\$ <u>82</u>
B.	CRAWLER TRACTOR		PER HOUR	\$ <u>84</u>
C.	CRAWLER LOADER		PER HOUR	\$ <u>82</u>
D.	SKID LOADER		PER HOUR	\$ <u>52</u>
E.	DUMP TRUCK		PER HOUR	\$ <u>45</u>
F.	NUMBER OF HOURS NOTICE REQUIRED TO BEGIN WORK: <u>72</u> HOURS.			

**BID SECURITY REQUIRED:**

Yes      Amount:  
No X

Special provisions for Commodity Term Contracts are included with the specification document. Bidders are urged to read the Special Provisions before completing the following sections of the Proposal.

**Contract Extension Renewal is an option:**

Yes X  
No     

**TERM PRICE CLAUSE: BIDDER MUST STATE**

- (a) Bid prices firm for the full contract period: Y; or  
(b) Bid prices subject to escalation/de-escalation: N.  
(c) If (b), state period for which prices will remain firm:  
Through     .

~~X~~ YES        NO

**COMPANY REPRESENTATIVE** responsible for the administration of this Agreement:

E-MAIL: \_\_\_\_\_

**NOTE:**

**SEALED BID FOR SPEC. 05-047**

BIDS MAY BE INSPECTED IN THE PURCHASING DIVISION OFFICES DURING NORMAL BUSINESS HOURS, **AFTER** TABULATION BY THE PURCHASING AGENT. IF YOU DESIRE A COPY OF THE BID TABULATION TO BE MAILED TO YOU, YOU MUST ENCLOSE A SELF-ADDRESSED STAMPED ENVELOPE WITH YOUR BIDDING DOCUMENTS.



**CITY OF LINCOLN, NEBRASKA****UNIT PRICE QUOTATION****EXCAVATING & DOZING SERVICES**

Date: \_\_\_\_\_

TO DEPARTMENT/AGENCY REPRESENTATIVE: \_\_\_\_\_

FROM (CONTRACTOR): \_\_\_\_\_

PROJECT NUMBER: \_\_\_\_\_

PROJECT DESCRIPTION: \_\_\_\_\_

When making a quotation please breakdown the Total Cost into the following categories: Labor, Materials, Equipment, Overhead and Subcontractors Costs. Fill in the following Tables in the areas as shown. If an item does not apply, please do not make an entry in that column.

**TIME OF COMPLETION**

Estimated Start Date	
Number of Days to Complete	

**LABOR COST TABLE**

CONTRACTOR	RATE	NO. HOURS	TOTAL \$ AMOUNT
Hydraulic Excavator-Crawler			
Crawler Tractor			
Crawler Loader			
Skid Loader			
Dump Truck			
Other			
<b>TOTAL LABOR</b>			

**EQUIPMENT AND MATERIAL COSTS**

ITEM	COST	% O. & P.	TOTAL \$ AMOUNT
Total Equipment Costs			
Total Materials Cost			
Total Shipping Cost			

**O. & P. ON SUBCONTRACTORS COSTS**

SUB-CONTRACTOR (NAME)	COST	% O. & P.	TOTAL \$ AMOUNT
Sub No. 1			
Sub No. 2			
Sub No. 3			
Sub No. 4			
Sub No. 5			

**TOTAL PRICE (NOT TO EXCEED)**

\$

FIRM: \_\_\_\_\_

BY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

Change Order #: \_\_\_\_\_

Accepted: \_\_\_\_\_

Not Accepted: \_\_\_\_\_

PHONE \_\_\_\_\_

APPROVED BY: \_\_\_\_\_

Department/Agency Representative

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DATE: \_\_\_\_\_